

EXHIBIT 1

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

MICHAEL ANTONETTI,

Plaintiff,

v.

ACTIVISION BLIZZARD, INC.,
INFINITY WARD, INC.,
TREYARCH CORPORATION,
EPIC GAMES, INC., MOJANG AB,
MICROSOFT CORPORATION,
NINTENDO OF AMERICA, INC.,
SLEDGEHAMMER GAMES, INC.,
ACTIVISION PUBLISHING, INC.,
and
JOHN DOE, an unknown individual,
entity, or corporation,

Defendants.

Case No.: 1:24-cv-02019-TWT

Hon. Thomas W. Thrash Jr.

DECLARATION OF MICHAEL ANTONETTI

I, Michael Antonetti, hereby declare and state under penalty of perjury that the following is true and correct to the best of my knowledge and recollection:

1. I am over the age of eighteen and I am the plaintiff in the above-captioned matter. I am familiar with the facts and circumstances of this matter based upon personal knowledge and a review of the files and records in this

matter, including Defendants' declarations and factual allegations supporting their motions to compel arbitration.

2. I began playing video games at eleven (11) years old using an Xbox 360 and personal computer via Xbox Live. The first video games I played were Minecraft, Fortnite, Call of Duty 4: Modern Warfare, Call of Duty Black Ops I, and Call of Duty Black Ops II. At around age twelve (12), I also received a Nintendo Switch as a gift and began to play Minecraft and Fortnite on that device as well. Call of Duty cannot be played on a Switch or I would have used the Switch to play Call of Duty too.

3. Since beginning to use these toys at age eleven (11), I became rapidly addicted to using those products and by the age of fourteen (14) my life had become consumed with playing video games to the point of addiction and I cannot control my gameplay without intervention.

4. I cannot stop using these products and playing video games without suffering severe and intense emotional, mental, and physical withdrawal symptoms, including anxiety, rage, anger, and physical outbursts. My use of Defendants' products has caused me to experience cognitive and learning difficulties and caused a worsening of my attention deficit hyperactivity disorder (ADHD).

5. As a minor, I was incapable of understanding the ramifications of my actions and had no idea that the accounts I created to play video games

were or may be a contract, that the contract contained language about arbitration, or what arbitration even means.

6. With the filing of this lawsuit, I expressly disaffirmed any contracts or agreements with Defendants that I made or allegedly made prior to turning 18.

7. While I do not recall entering into any contracts or agreements with Defendants since turning 18, if I did so, it was because the agreement was forced upon me while using the product and, due to my addiction, I had no choice but to “click” and “accept” the terms or suffer severe withdrawal symptoms.

Microsoft Xbox Products and Minecraft

8. I was first exposed to Microsoft’s products at age 11 when I got an Xbox 360 gaming console that came with an Xbox Live subscription that allowed me to play video games on a personal computer. I started playing Minecraft at that time. I do not recall whether the games were packaged with the console, were purchased separately, or if I accessed it via Xbox Live. I also started playing Fortnite and Call of Duty video games at that time using Xbox Live. To the best of my recollection, those games were Call of Duty 4: Modern Warfare, Call of Duty: Black Ops I, and Call of Duty Black Ops II.

9. Since age 11, I have been gifted and used other Microsoft products to play video games. These are an Xbox One gaming console and an Xbox Game Pass subscription. To the best of my recollection, I have used those products to continue playing Minecraft, Call of Duty: Black Ops I, and Call of Duty Black Ops II as well as Minecraft Story Mode, Minecraft Dungeons, Call of Duty: Black Ops III, Call of Duty: Black Ops IV, Call of Duty: Black Ops Warzone, Call of Duty: Black Ops Cold War, Call of Duty: Modern Warfare, Call of Duty: Modern Warfare II, Call of Duty: WWII, Call of Duty: Infinite Warfare, and Call of Duty: Advanced Warfare, and Call of Duty: Warzone.

10. I have tried to stop using my Xbox to play these games but I cannot.

11. I have reviewed the Declarations of Juliamarie Dekle and Jane Finegan, attached to Microsoft and Mojang's Motion to Compel Arbitration and the following statements are made in response thereto.

12. Microsoft identifies a Microsoft account associated with the email address [REDACTED] and an Xbox account associated with the same email, using gamertag [REDACTED]. While this is my personal Gmail email address, this is not my Microsoft account or Xbox account. I do not know who these accounts belong to, I did not create these accounts, and I have not used these accounts to use Microsoft's or Mojang's products.

13. I do have an Xbox Account that I have used to play video games on my Xbox and computer since I was eleven (11) years old. I created an account

using my stepfather's email address. My stepfather did not give me permission to do this and did not know I used his email account to set up a Microsoft or Xbox Account.

14. I have used two gamertags with this account over the years—neither of which are [REDACTED]

15. Prior to reviewing the declarations, I have never seen the Microsoft Services Agreement.

16. I do not recall seeing any language (bold or otherwise) advising me that using my Xbox consoles, Xbox Live, or Minecraft would subject me to arbitration, and even if I had, I would not have understood what that meant at 11 years old.

17. I used the same Xbox Account to sign in when I began using my Xbox One and the Xbox Game Pass Subscription. I do not recall being shown or required to accept the Microsoft Services Agreement in order to use those products.

18. I do not recall being shown or advised of any agreements, including any binding arbitration agreements, in connection with my use of Minecraft or any Xbox console.

19. I do not recall the MSA ever being presented to me while using my Xbox consoles or notifying me of updates to the MSA. There has never been a

time that I could not use my Xbox unless I clicked or checked a box agreeing to the MSA and/or an arbitration agreement.

20. To the best of my recollection, I have not received any emails, pop-up notifications, or other forms of communication from Microsoft or Mojang to review, consent, or accept any agreements, terms of use, or policies with Microsoft and I have not knowingly entered into any agreements with Microsoft or Mojang.

21. Prior to reviewing Microsoft's declarations, I was unaware of the terms of the MSA or that simply using Microsoft's Xbox products and Minecraft subjected me to arbitration.

CALL OF DUTY

22. I have been playing Call of Duty on an Xbox console and personal computer using Xbox Live and/or Xbox Game Pass since I was eleven (11) years old.

23. When I started playing Call of Duty: Black Ops I and Call of Duty Black Ops II on Xbox 360, I used my Microsoft Xbox Account and I have used that account to play the numerous other Call of Duty video games including Call of Duty: Black Ops III, Call of Duty: Black Ops IV, Call of Duty: Warzone, Call of Duty: Black Ops Cold War, Call of Duty: Modern Warfare, Call of Duty:

Modern Warfare II, Call of Duty: WWII, Call of Duty: Infinite Warfare, and Call of Duty: Advanced Warfare.

24. When Activision released Call of Duty: Warzone, it was the first time Activision required me to have a Call of Duty Account and I set up an account at that time so that I could keep playing Call of Duty. I was sixteen (16) years old at the time and my parents did not know I set up this account. I used my stepfather's email address without his permission to set up the account and I likely used his or my mother's birthdate. I did not have to choose a gamertag or account name.

25. Because of my addiction, I cannot stop playing Call of Duty video games and I will do anything to play the game.

26. I have reviewed the Declaration of Geoffrey Bent attached to the Activision Defendants' Motion to Compel Arbitration and the following statements are made in response thereto.

27. Prior to reviewing the documents attached to the declarations, I have never seen the Activision Terms of Use or the Activision End-User License Agreement.

28. I was not shown the Activision Terms of Use or End-User License Agreement when I accessed the products via my Microsoft Xbox Account. I do not recall seeing any language (bold or otherwise) advising me that using my Microsoft Xbox Account to play Call of Duty video games would subject me to

Activision's Terms of Use, Activision's End-User License Agreement, and/or binding arbitration, and even if I had, I would not have understood what that meant at eleven (11) years old and I have been under the age of 18 the majority of the time I have used Activision's products.

29. I do not recall being shown, seeing, or agreeing to the Activision Terms of Use or End-User License Agreement when I created a Call of Duty Account at age sixteen (16). I do not recall seeing any language (bold or otherwise) advising me that creating a Call of Duty account to play Call of Duty: Warzone would subject me to Activision's Terms of Use, Activision's End-User License Agreement, and/or binding arbitration, and even if I had, I would not have understood what that meant at sixteen (16) years old.

30. I do not recall being shown or advised of any agreements, including any binding arbitration agreements, prior to or in connection with my use of any Call of Duty version.

31. If the Activision Terms of Use and End-User License Agreement was presented to me or language was presented advising me that using the products was agreeing to arbitration at any time prior to or while playing Call of Duty, I would not have understand the meaning of those terms or what I was agreeing to because I was a minor.

32. To the best of my recollection, I have not received any emails, pop-up notifications, or other forms of communication from Activision to review,

consent, or accept any agreements, terms of use, or policies with Activision and I have not knowingly entered into any agreements with any Activision Defendant.

33. Prior to reviewing Activision's declarations, I was unaware of the terms of Activision's Terms of Use and End-User License Agreement or that simply using Call of Duty subjected me to arbitration.

34. I have reviewed Exhibit A to Geoffrey Bent's declaration. From the ages of eleven (11) through sixteen (16), I used my Microsoft Xbox Account to play Call of Duty games and I did not have a separate Call of Duty account. I was never required to create a Call of Duty account as depicted in Exhibit A to play Call of Duty: Black Ops I, Call of Duty: Black Ops II, Call of Duty: Black Ops III, Call of Duty: Black Ops IV, Call of Duty: Black Ops Cold War, Call of Duty: Modern Warfare, Call of Duty: Modern Warfare II, Call of Duty: WWII, Call of Duty: Infinite Warfare, and Call of Duty: Advanced Warfare.

35. The only Call of Duty version that I have been required to create a Call of Duty Account to play is Call of Duty: Warzone. I do not specifically recall creating the account but, to the best of my recollection, I would have created it if Activision required me to do so in order to use Call of Duty: Warzone the first time.. The screenshots shown in Exhibit A do not look familiar and I do not recall being required to scroll through and/or accept the End-User License Agreement or the Terms of Use. If I did click the "accept"

button, it was because I was a child that wanted to play a game and not because I understood what I was doing or what I was agreeing to.

36. My parents did not know I was setting up the Call of Duty Account and I was not required to get their permission to do so.

37. I have reviewed Exhibit B to Geoffrey Bent's declaration. I did not create a Call of Duty Account through Activision's website and I did not create a Call of Duty account in the manner depicted in Exhibit B.

38. I have reviewed Exhibit C, Terms of Use dated January 23, 2023, and Exhibit D, End-User License Agreement dated October 31, 2023, attached to Geoffrey Bent's declaration and related to Call of Duty: Modern Warfare III. I have not played Call of Duty: Modern Warfare III and I did not sign up for a Call of Duty Account while playing Call of Duty: Modern Warfare III. Prior to my review, I was unaware of those documents and I could not have been aware of them when I began using Activision's Call of Duty products at age 11, when I created the Call of Duty account at age 16, or at any point prior to the dates contained in those documents.

NINTENDO SWITCH

39. I began using a Nintendo Switch to play Minecraft and Fortnite when I was approximately twelve (12) years old when my parents got my brother and I the device to share for Christmas.

40. My mom set up the Switch, serial number [REDACTED] for my brother and myself, which included setting up our Nintendo Accounts.

41. I have reviewed the declarations of Ivan Avila Campillo and Cayman C. Mitchell attached in support of Nintendo's Motion to Compel Arbitration and the following is a response thereto.

42. Nintendo has identified two separate Nintendo accounts as my potential accounts. These are not my accounts. These are my brothers' accounts.

43. The Nintendo Account that I use, which my mother set up when I was twelve (12) years old) is associated with a separate email address and gamertag.

44. I did not create and have not created a Nintendo Account as a minor or adult.

45. Until reviewing the declarations, I was unaware that the creation and use of a Nintendo Account required acceptance of Nintendo's Account User Agreement and End-User License Agreement.

46. I have never seen or been unable to use the Switch unless I accepted Nintendo's Account User Agreement or End-User License Agreement.

FORTNITE

47. I have reviewed the Declarations of David Saunders attached in support of Epic Games' Motion to Compel Arbitration and the following is a response thereto.

48. Epic Games has identified two accounts as the accounts I allegedly use to play Fortnite. These are not my Fortnite accounts.

49. Account #1, as identified in the Saunders Declaration, is my stepfather's email address, [REDACTED] and the account's in-game display name, [REDACTED] is not my in-game display name or gamer tag. I did not create Account #1 and I have not used Account #1 to play Fortnite.

50. I began playing Fortnite on Xbox consoles when Fortnite was released in 2017. I was eleven (11) years old at the time and I set up my own account to use the game without my parents' knowledge or permission. I registered the account under my own name and using my own email address, [REDACTED] and the same in-game display name or gamertag as I used with my Microsoft Xbox Account. This is the account I primarily used and use to play Fortnite.

51. While I recall having to create an account in 2017 on my Xbox console in order to play Fortnite, I do not recall seeing, reviewing, consenting, or accepting any agreements, terms of use, or policies that Epic Games requires to create a user account, including Epic's End User License Agreement. If I "clicked" and/or "accepted" any such agreements, terms or use, or policies at

that time, I could not comprehend what I was agreeing to due to my age and I lacked the capacity to understand the terms of those agreements, including what it means to be subject to binding arbitration.

52. I do not recall receiving any emails, pop-up notifications, or other forms of communication from Epic to review, consent, or accept any agreements, terms of use, or policies during the time I have been playing Fortnite on my Xbox and Switch consoles.

53. If I clicked on the “accept” button in 2020 as Epic Games declares, I was fourteen (14) years old and unable to understand the legal ramifications of my actions. Even if I had understood what was being presented to me, I would have been unable to “decline” any agreement, terms of use, or policies presented to me because I was addicted to Fortnite and lacked the cognitive development to control my impulses.

54. If I clicked on the “accept” button in November 2023 as Epic Games declares, I was did so because I am addicted to Fortnite and not because I understood what any agreement, terms of use, or policies presented to me that I was “accepting.”

55. Account #2, as identified in the Saunders Declaration, is my personal email address, [REDACTED] but the account’s in-game display name, [REDACTED] is not my gamertag. I did not create Account #2 and I have not used Account #2 to play Fortnite.

56. In December 2023, I registered a second Fortnite account under my own name, using my own email address ([REDACTED]) and have used that account in association with same gamertags I used with my primary Fortnite and Microsoft Xbox accounts I created as I child. I created this second account because I needed another way to play Fortnite.

57. While I recall creating an account in 2023, I do not recall seeing, reviewing, consenting, or accepting any agreements, terms of use, or policies that Epic Games requires to create a user account, including Epic's End User License Agreement. If I "clicked" and/or "accepted" any such agreements, terms or use, or policies at that time, I could not comprehend what I was agreeing to due to my addiction and impaired cognitive abilities caused by that addiction.

58. Prior to reviewing Epic Games' declarations, I was unaware of the terms of the End-User License Agreement or that simply playing Fortnite subjected me to arbitration.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge and recollection.



Michael Antonetti